## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

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JOINT STOCK COMPANY "CHANNEL ONE RUSSIA: WORLDWIDE," CLOSED JOINT STOCK COMPANY: "CTC NETWORK," CLOSED JOINT STOCK COMPANY "TV DARIAL," CLOSED JOINT STOCK: COMPANY "NEW CHANNEL," LIMITED LIABILITY: COMP ANY "RAIN TV-CHANNEL," and LIMITED LIABILITY COMPANY "COMEDY TV,",

Plaintiffs,

16 **CIVIL** 1318 (GBD)(BCM)

-against-

**JUDGMENT** 

INFOMIR LLC (www.infomirusa.com); PANORAMA ALLIANCE, LP (www.mypanorama.tv); DAVID ZELTSER; ASAF YEVDA YEV; MHCOM GMBH; TELEPROM; VDALI; S.K MANAGEMENT OF NEW YORK, INC.; and JOHN DOES 1-50,

Defendants.	
	X

It is hereby **ORDERED**, **ADJUDGED AND DECREED**: That for the reasons stated in the Court's Memorandum Decision and Order dated December 18, 2024, Magistrate Judge Moses's Report is ADOPTED in full. Channel One's Motion for Partial Summary Judgment, (ECF No. 913), is GRANTED. The Broadcaster Plaintiffs' Motion for Partial Summary Judgment, (ECF No. 924), is DENIED as to their FCA and copyright claims, and GRANTED as to SKM's affirmative defenses. SKM is hereby ordered to pay Channel One \$1,833,000 in statutory damages and \$1,833,000 in enhanced damages, totaling \$3,666,000. To the extent Channel One seeks attorneys' fees and costs, Channel One shall file a fee application pursuant to 47 U.S.C. § 605(e)(3)(B)(iii) within 60 days. SKM, as well as its parents,

subsidiaries, affiliates, predecessors, successors, divisions, operating units, principals, officers, directors, shareholders, employees, attorneys, members, agents, heirs, representatives, spin-offs, and future assigns, as well as any persons or entities in active concert or participation with SKM, are hereby PERMANENTLY ENJOINED AND RESTRAINED from: a) Broadcasting, rebroadcasting or otherwise transmitting Channel One's broadcasts via any medium, including, but not limited to, IPTV, Gudzone.tv, and social media; b) Directly or indirectly infringing or making any use of, in any manner whatsoever, Channel One's broadcasts, including the individual channels or programs; c) Unfairly competing with, injuring the business reputation of, or damaging the goodwill of Channel One and engaging in unfair competition that in any way injures Channel One; and d) Publishing or distributing any promotional materials or other communications referring to Channel One's broadcasts in any medium, including, but not limited to, the internet (including Gudzone.tv, IPTV, and social media), television, radio, newspapers, magazines, direct mail or oral communication.

Dated: New York, New York

December 18, 2024

TAMMI M. HELLWIG Clerk of Court

BY:

**Deputy Clerk**